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6 Attorney for Debtor
WAUKEEN MCCOY
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8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 In re: **WAUKEEN Q. MCCOY**

11 Debtor in Possession.

Case No.: 14-30381 HLB
Chapter 11

12 **SECOND AMENDED APPLICATION FOR**
13 **ORDER AUTHORIZING EMPLOYMENT**
14 **OF COUNSEL FOR DEBTOR IN**
15 **POSSESSION**

16 **(No Hearing Requested)**

17 **Date:**

18 **Time:**

19 **Place: US Bankruptcy Court**

20 **235 Pine St., 19th Fl., San Francisco, CA 94104**

21 **Courtroom: 23**

22 **Honorable HANNAH BLUMENSTIEL**

23 **To the United States Bankruptcy Court, the Honorable Judge Blumenstiel, the**
24 **Office of the United States Trustee and other interested parties:**

25 Debtor and Debtor in Possession, Waukeen McCoy, (hereinafter "Applicant"), applies
to the Court for an immediate order authorizing the employment of Sharon L. Ceasar Attorney
at Law as attorney in this Chapter 11 case because of the Motion recently filed on October 23,

1 2014 among other reasons. Any parties wishing to object to this Application may file a
2 request to be heard within 21 days of the date of this filing.

3 1. On March 12, 2014, Applicant filed a Chapter 13 case.

4 2. On April 9, 2014 Sagaria Law P.C. substituted into the case.

5 3. On April, 2014 Applicant filed a Motion to convert his Chapter 13 case to a
6 Chapter 11.

7 4. On June 6, 2014, the court ordered the case converted.

8 5. Applicant is the debtor in possession with all powers and rights of a trustee
9 pursuant to 11 U.S.C. §1107.

10 6. Applicant wishes to replace Sagaria Law, P.C. because the communication
11 between Applicant and Sagaria Law, P.C. has become untenable. Applicant believes that the
12 current attorney client relationship is irreparable.

13 7. Applicant has asked Sharon L. Ceasar, Attorney at Law to represent Debtor
14 and Debtor in Possession because of her experience in matters of this character and believes
15 that she will represent their interest better than the Sagaria Law, P.C.

16 8. The professional services to be rendered include:

17 a. to provide legal advice concerning the Applicant's powers and duties as
18 debtor and debtor in possession with regard to the operation of his business and the
19 management of the estate;

20 b. to prepare any instruments; agreements, pleadings, or other documents
21 necessary to effectuate any workout agreement, bankruptcy proceeding negotiations or other
22 agreements or transactions proposed or entered by Applicant;
23
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25

1 c. to represent Applicant as debtor and debtor in possession in any action,
2 proceeding, trial, conference, meeting, hearing, negotiation, or other proceeding or transaction
3 in which Applicant is or becomes involved as a result of any workout agreement, bankruptcy
4 proceeding, or other transactions proposed or entered into by Applicant;

5 d. prepare and file on behalf of Applicant all schedules, statements, plans and
6 other documents or pleadings;

7 e. Attend and represent Applicant at all hearings, conferences and
8 negotiations;

9 f. Otherwise assist, advise, and represent Applicant on matters related to
10 the Chapter 11 case as requested by Applicant.
11

12 9. Pursuant to the Declaration of Sharon L. Ceasar, filed concurrently herewith,
13 Applicant believes that Attorney Sharon L. Ceasar does not hold nor represent interest adverse
14 to that of the debtor or the debtor's estate and that she is a disinterested person within the
15 definition provided by 11 U.S.C. §101(13).

16 10. With the approval of the Court, Applicant agrees to the terms of employment
17 with Attorney Sharon L. Ceasar is \$300.00 per hour for time spent in Court and \$300.00 per
18 hour for other time spent by her in performance of her duties as an attorney. In addition,
19 Attorney Sharon L. Ceasar will pay a paralegal at \$200.00 as needed.

20 11. Attorney Ceasar will make periodic applications for interim compensation, and
21 if, at the completion of the case results merit it, Attorney Ceasar may make an application to
22 the Court for allowance of a premium above her designated hourly rates. Applicant also
23 understand that the billing rates and the time billed are each subject to Bankruptcy Court
24 review and approval.
25

1 12. Attorney Ceasar has received from Natheal Speed on behalf of Applicant nine
2 thousand dollars (\$9,000.00) as a deposit against fees and costs incurred during the immediate
3 pendency of this Chapter 11 case, which included fifteen thousand dollars (\$1,500.00) in
4 costs. Natheal Speed made a gift of the \$9,000.00 to the debtor in possession and understands
5 that as a gift she will not be reimbursed. She also understands that Attorney Ceasar represents
6 the estate and must do what is in its best interest even if it conflicts with the interest of the
7 debtor in possession who is her son.

8
9 13. Any further compensation shall be paid to Attorney Ceasar from the estate only
10 with court approval after notice and a hearing.

11 14. Attorney Ceasar represents that she has no interest adverse to the debtor, the
12 debtor in possession and the estate in the matters upon which she is to be engaged for the
13 debtor and the debtor in possession, and her employment would be in the best interest of this
14 estate.

15 15. Debtor in possession discloses that he retained Attorney Sharon L. Ceasar on
16 October 15, 2014 to draft, research and complete a Reply Brief in B. Scott v. BET Viacom
17 Appeal (Los Angeles) Case #BC 517318. She was paid seven hundred and seventy-five
18 dollars for this work. At the time this work was done I had not told Attorney Ceasar that I
19 had filed for Bankruptcy nor did I discuss my bankruptcy case with her since she was hired as
20 an independent contract attorney.

21 16. On October 27, 2014, I informed Attorney Ceasar that I had filed bankruptcy
22 and that I needed to replace the Sagaria Law PC. I asked her to consider representing me at
23 this time.
24
25

1 **WHEREFORE**, Applicant respectfully requests that he be authorized to terminate the
2 services of Sagaria Law, P.C. and replace it with Sharon L. Ceasar Attorney at Law as the
3 Attorney of Record, effective as of October 30, 2014, the date on which Attorney Ceasar
4 substituted into the case. Respectfully submitted.

5 Dated: March 18, 2015

By: Waukeen Q. McCoy

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7
8 /s/ Waukeen Q. McCoy
 Waukeen Q. McCoy